

## **CIVIL RIGHTS SPECIAL PROVISIONS**

### **PART I      Special Equal Employment Opportunity Responsibilities (23 USC 140 and 23 CFR 230, Subpart A and D)**

#### **1.      General**

- a.      Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b.      The contractor will work with the Idaho Transportation Department and the Federal Government in carrying out equal employment opportunity obligations and in their review of activities under the contract.
- c.      The contractor and all subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity. (The equal employment opportunity requirements of Form FHWA-1273 are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

#### **2.      Equal Employment Opportunity Policy**

The contractor will accept as operating policy the following statement, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and on-the-job training.

#### **3.      Equal Employment Opportunity Officer**

The contractor will designate in a letter to the Resident Engineer the equal employment opportunity officer (hereinafter referred to as the EEO Officer) for the project who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

#### **4.      Dissemination of Policy**

- a.      All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such actions, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each of grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
  - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.
  - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

## 5. Recruitment

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: An Equal Opportunity Employer. All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through the company EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all avenues of appeal.

7. Training and Promotion

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicant for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Training Special Provision is provided under this contract, this subparagraph will be superseded by the Training Special Provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association, acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership

in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Idaho Transportation Department and shall set forth what efforts have been made to obtain such information.
- d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the contractor shall immediately notify the Idaho Transportation Department.

9. Subcontracting

- a. The contractor will use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees, in accordance with Part III of these Special Provisions. Contractors shall obtain lists of minority-owned construction firms from state transportation agency personnel.
- b. The contractor will use best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
  - (1) The number of minority and nonminority group members and women employed in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
  - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Idaho Transportation Department and the Federal Highway Administration.
- c. The contractors shall submit to the Idaho Transportation Department for the month of July, a report indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.
- d. If the Training Special Provision is provided under this contract, the contractor will be required to collect and report training data.

11. Sanctions

- a. If an investigation or review by the Idaho Transportation Department EEO Office reveals that a Contractor or Subcontractor is in non-compliance with these Special Provisions, the Engineer shall issue a show cause notice to the Contractor or Subcontractor. This written notice shall state the deficiencies found during the review, and shall advise the Contractor or Subcontractor to show cause within 30 days why sanctions should not be imposed. Within the 30 days the Contractor or Subcontractor must show good cause or must provide an acceptable agreement for corrective action.
- b. If the Contractor or Subcontractor does not correct deficiencies and fails to develop, sign and implement a CAP within the 30 days stated in the SCN, the Engineer will withhold all progress payments commencing the day after the expiration of the 30-day period.
- c. If the Contractor or Subcontractor fails to meet the conditions of the CAP, no further show cause notice is required. The Engineer shall immediately advise the District Engineer, who will immediately request a formal hearing before a panel consisting of a selected member of ITD's Legal Counsel, Representatives from Roadway Design, Bureau of Civil Rights, and the District. At this hearing, the contractor shall be given the opportunity to offer rebuttal to the findings. The purpose of the hearing will be to examine all documentation and determine which of the following sanctions will be imposed – not whether they will be imposed. Generally, sanctions will be imposed in sequential order for each incident that civil rights contract provision violations occur, and are brought before a hearing panel. However, ITD reserves the right to impose any sanction listed depending on the severity of the contractor's deficiency.
  - Withhold progress payments until it is determined that the contractor is found in compliance.
  - Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made.
  - Cancel or terminate the contract for cause in accordance with section 108.08 of the Contract Specifications.
  - Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho Federal-Aid projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700 whichever is less.
- d. The contractor shall have the right to appeal pursuant to Section 105.17 of the Standard Specifications

**PART II      Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity 41 CFR, 60-4:**

1. All Federal and Federally assisted construction contracts and subcontracts in excess of \$10,000 are subject to the Department of Labor regulations contained in 41 CFR § 60-4.
2. 41 CFR § 60-4.2 provides for inclusion in contracts of the goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area. The goals related to this contract area as follows:

**STANDARD METROPOLITON STATISTICAL AREAS  
(SMSA) AND ECONOMIC AREAS (EA)**

	Goals for minority participation in <u>each</u> <u>trade</u>	Goals for female participation in <u>each</u> <u>trade</u>
IDAHO		
165 Non-SMSA Counties: Bear Lake, Franklin and Oneida	5.1%	6.9 %
166 Non-SMSA Counties: Bannock, Bingham, Blaine, Butte, Bonneville, Camas, Caribou, Cassia, Clark, Custer, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Power, Teton, and Twin Falls	4.0 %	6.9 %
167 Boise City SMSA Counties: 1080 Boise City, Ada	2.3 %	6.9 %
Non-SMSA Counties: Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington	4.4 %	6.9 %
168 Non-SMSA Counties: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone	3.0 %	6.9 %

The U.S. Department of Labor, Office of Contract Compliance Programs (OFCCP) is the only party with the authority to determine compliance with Executive Order 11246 and 41 CFR Part 60-4. For further information, to obtain a copy of the regulation, or to get clarification on the requirements, the Contractor should contract the OFCCP office:

**Office of Federal Contract Compliance Programs**

620 SW Main Street, Suite 411  
Portland, OR 97205  
(503) 326-4112

1111 Third Ave. Suite 745  
Seattle, WA 98101-3212  
(206) 398-8005

### Part III

### **Disadvantaged Business Enterprise Requirements (49CFR26 as authorized in the Intermodal Surface Transportation Efficiency Act, ISTEA, of 1991 and the Transportation Equity Act for the 21<sup>st</sup> Century, TEA-21)**

1. It is the policy of the Idaho Transportation Department (ITD) to ensure that DBEs, as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in USDOT-assisted contracts.

The contractor agrees to ensure that DBEs have the opportunity to participate in the performance of this contract. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as ITD deems appropriate.

A DBE must be certified when the ITD-2396 is submitted for consideration toward the contract goal. If a DBE is declared ineligible after the execution of a signed contract, the DBE may complete the work and the DBE's participation will be counted toward the contract goal. If the DBE firm is decertified before the DBE has signed a contract, the prime contractor is obligated to replace the ineligible DBE firm or demonstrate that it has made good faith efforts to do so.

2. The Idaho Transportation Department determines levels of DBE participation on a contract-by-contract basis. Based upon the Idaho Transportation Department's contract goal methodology, the goal for DBE participation on this contract has been determined and shall be as stated in the Special Provisions of the contract. Dollar volumes of participation shall be credited toward the goal based on the actual expenditures made to DBEs that provide a commercially useful function as adjusted under Section 3 of these specifications. (Includes only work actually performed by and paid to the DBE firm, and the cost of equipment, supplies and materials except when equipment, supplies, and materials are purchased and/or leased from the prime contractor.) The bidder hereby certifies that good faith efforts have been taken to seek out and consider DBE firms for work on this project.
3. Fees and expenditures credited to DBE goals are as follows:
  - a. One hundred percent (100%) of the dollar value equal to the distinct clearly defined portion of the work of the contract that the DBE performs with its own forces, in a Joint Venture between a DBE and a non-DBE firm, will be counted toward the DBE goals.
  - b. One hundred percent (100%) of expenditures to a DBE manufacturer, DBE subcontractor, or DBE professional may be counted toward the goal. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, materials, supplies, articles, or equipment.
  - c. One hundred percent (100%) of expenditures to a trucking firm that uses trucks it owns, insures, and operates using drivers it employs or for leased trucks from another DBE firm including an owner/operator who is certified as a DBE.

May lease trucks from a non-DBE firm, including an owner/operator and receive credit for the total value of the services provided by the non-DBE firm not to exceed the value of the services provided by the DBE-owned trucks. Additional participation by non-DBE firms receives credit only for fees or commission received.

*Example: DBE Firm X uses two of its own trucks on a contract. IT leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. In respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.*

A lease must indicate that the DBE has exclusive use of and control over the truck being leased. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- d. One hundred percent (100%) of fees for equipment leased from a DBE may be counted toward the goal, provided the DBE has ownership or the equipment is registered in the DBE's name. If the DBE obtains the equipment from other sources, only the net fee to the DBE may be credited toward the goal.
  - e. Sixty percent (60%) of expenditures to a DBE regular dealer of supplies who is not a manufacturer may be counted toward the goal. A regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles, or equipment are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - f. For DBE brokers, packagers and manufacturers' representatives, only the net fee (if reasonable) may be counted toward the goal.
4. The apparent successful bidder will be required to furnish the following information, prior to the award of contract, on Department Form ITD-2396.
- a. Names of certified DBE firms and non-DBE firms that have been solicited or volunteered quotations.
  - b. Identification of the DBE firms and non-DBE firms that the contractor intends to use in the execution of the contract. (A YES entry in the "Commit to Use" column after a DBE firm constitutes a commitment to use that firm for the work items listed.)
  - c. Description of the work and associated dollar amounts each DBE firm and non-DBE firm offered to perform.
  - d. Dollar amount of the participation of each DBE firm to be utilized and total DBE dollar participation anticipated.
  - e. Signed confirmation from the identified DBEs, on the DBE's company letterhead, stating that they are participating in the contract as specified in the prime contractor's commitment.
  - f. Name of the contractor's designated EEO Officer who is responsible for administering the contractor's DBE program.



- g. Signed commitment, ITD-2396, to use the DBE subcontractor(s) identified on the form – for the contract items specified – to meet the contract goal.

Contractors must use the DBEs committed to on the Form ITD-2396, DBE Commitments, unless the committed DBEs are unable or unwilling to perform because of default or other relevant factors.

- 5. A contractor's commitment to meet the specified goals will be considered as prima facie evidence that good faith efforts have been made to obtain DBE participation in the contract.
- 6. If the DBE commitment is below the contract goal, the award of contract will be conditioned on determination by the EEO Contract Compliance Officer of documented good faith efforts by the contractor to be provided on pages 5 and 6 of the ITD-2396.  
Following is a list of efforts that the Idaho Transportation Department will evaluate in determining the contractor's good faith efforts to obtain DBE participation. In addition to what efforts were made, consideration will be given to when they were made, and how intensely the efforts were undertaken.
  - a. Whether the contractor solicited DBEs through all reasonable and available means, allowing adequate time for response, and following up on initial solicitations. Including advertisements in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities.
  - b. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).
  - c. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner.
  - d. Whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
  - e. Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Idaho Transportation Department or contractor.
  - f. Whether the contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - g. Whether the contractor effectively used the services of available minority/women community organizations; minority/women contractors' groups; government business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.
  - h. Whether the contractor was involved in any pre-solicitation or pre-bid meetings that were scheduled to inform DBEs of contracting and subcontracting opportunities.
- 7. Approval of the contractor's DBE plan, upon which contract award is contingent, requires the contractor to make every reasonable continuing effort throughout the contract to assure that DBE participation remains at a level which will satisfy one of the following requirements:
  - a. Continuing DBE participation equals or exceeds contract goals.

- b. Continuing DBE participation equals or exceeds the approved level, which is less than contract goals as allowed under Section 6 of these specifications.

Should situations or conditions arise which prevent a DBE firm from completing work originally planned to be accomplished by that firm, the contractor shall take affirmative action to re-establish DBE participation at a level needed to meet the original contract goal or demonstrate good faith efforts to do so. Revised DBE participation plans must be accepted and approved by the Engineer and the EEO Contract Compliance Officer.

Failure of the contractor to meet the requirements of this specification shall be considered a violation of the contract provisions.

Value of work actually performed by and paid to the DBE firms will be counted toward the contractor's DBE goal once verification of payment is made through receipt of the certification of payment form.

- 8. The DBE must perform a commercially useful function on the project in order for the expenditures to be counted toward the contract goal. A commercially useful function shall be defined using general industry practices and the provisions of 49 CFR 26. A DBE will be considered to perform a commercially useful function:
  - a. when a DBE is responsible for the execution of a distinct element of the work by actually performing, managing and supervising the work involved in accordance with industry practices (except where such practices are inconsistent with DBE regulations and requirements); and
  - b. when the firm receives due compensation as agreed upon for the work performed.

9. Breach of Contract/Damages

Whenever the Engineer determines, after investigating and obtaining evidence, that the contractor has not complied with the provisions of this Part III, the Engineer will take the following actions:

- a. Advise the contractor, in writing, that specific (listed) infractions have been observed which must be corrected within five (or fewer) days, and that failure to take corrective action will result in withholding all or part of progress payments.
- b. If deficiencies are not corrected, the Engineer will withhold progress payments.
- c. If violations persist the Engineer will contact the District Engineer and the EEO Contract Compliance Officer for direction on imposing one or more of the following actions:
  - (1) Withhold all or part of progress payments until it is determined that the contractor is found in compliance.
  - (2) Suspend the contract, in whole or in part, until the contractor is found to be in compliance, with no progress payment being made during this time and no time extension made.
  - (3) Cancel or terminate the contract for cause as authorized under Subsection 108.08 of the Contract Specifications.

- (4) Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho Federal-Aid projects an amount equal to the value of the DBE committed work items that were not performed by the committed DBE firm. However, if the failure is the first by the contractor, and ITD determines the failure was an unintentional error or oversight, the amount to be deducted may be reduced to one-half (1/2) of the value of the un-obtained DBE participation based on the committed work items. In addition to any other sanctions, willful failure of the contractor or a DBE to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in Idaho Transportation Department projects.

The contractor shall have the right to appeal pursuant to Subsection 105.17 of the Standard Specifications.

10. Record Keeping

- a. All records relating to the DBE program shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract.
- b. The contractor or subcontractor shall make the records pertaining to the DBE program available for inspection, copying or transcription by authorized representatives of the Department or the FHWA and shall permit such representatives to interview employees as necessary.
- c. Failure to submit the required records upon request or to make such records available may be grounds for sanctions as provided under Section 9.

11. Joint Ventures

- a. DBE firms may enter into Joint Ventures with non-DBE firms to participate in transportation construction projects. DBE joint venture applicants must complete ITD-646b, Schedule B – Information for Determining DBE Joint Venture Eligibility and submit it with all accompanying documentation with their bid.
- b. The DBE partner of the joint venture must have a separate agreement showing the DBE partner's bid items. The agreement must be able to define the DBE partner's Distinct Elements of Work that it will perform with its own forces.
- c. Joint venture applications must be submitted and evaluated on a project-by-project basis. The application will be submitted with the bid documentation.

Approval:

/s/ Sharon K. Scarr  
FHWA Financial/Civil Rights Program Manager

April 5, 2006  
Date